UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

Sherry Hinson, Plaintiff, v. Astrazeneca Pharmaceuticals LP, AstraZeneca, LP, Pfizer, Inc. Defendants.	Court File No.____________ **Complaint and Jury Demand**

Plaintiff, by their attorneys, Sanders Phillips Grossman, LLC allege as follows:

Subject Matter Jurisdiction and Venue

1. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the amount in controversy exceeds $75,000.00, exclusive of interest and costs, and because complete diversity exists between the parties, as Plaintiff is a citizen of Virginia, which is different from the states where the Defendant is incorporated and have their principal places of business. Plaintiff is a citizen of the United States of America, and a resident of the city of Willis, in Floyd County, in the State of Virginia.

2. Venue is proper within this District pursuant to 28 U.S.C. § 1391 because it is a judicial district where Defendants are subject to personal jurisdiction in accordance with 28 U.S.C. § 1391(c).

Nature of the Case

3. This is an action for personal injury action on behalf of Plaintiff, Sherry Hinson, against Defendants who were responsible for designing, researching, developing, testing, manufacturing, packaging, labeling, marketing, promoting, distributing, and/or selling proton pump inhibitors (“PPI”s), over-the-counter medications herein collectively referred to as PPIs.

4. Plaintiff, Sherry Hinson, used PPIs, including Nexium 40mg, Nexium OTC and Nexium 24, which lead to her drug induced chronic interstitial nephritis and end-stage renal failure.

Party Defendants and Personal Jurisdiction

AstraZeneca Pharmaceuticals LP

5. Defendant AstraZeneca Pharmaceuticals LP is, and at all times relevant to this action was, a Delaware corporation with its corporate headquarters in Wilmington, Delaware.

6. At all times relevant hereto, Defendant AstraZeneca Pharmaceuticals LP was engaged in the business of designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling, and/or selling Nexium products.

7. Upon information and belief, at all times relevant, Defendant AstraZeneca Pharmaceuticals LP was present and doing business in Plaintiff's state of residency.

8. At all times relevant, Defendant AstraZeneca Pharmaceuticals LP Inc. transacted, solicited, and conducted business in Plaintiff's state of residency and derived substantial revenue from such business.

9. At all times relevant hereto, Defendant AstraZeneca Pharmaceuticals LP expected or should have expected that its acts would have consequences within the United States of America, and Plaintiff's state of residency in particular.

AstraZeneca LP

10. Defendant AstraZeneca LP is, and at all times relevant to this action was a Delaware Corporation. Defendant AstraZeneca LP is the holder of approved Drug Applications ("NDAs") 21-153 and 21-154 for Nexium (esomeprazole magnesium), and it manufactures and markets Nexium (esomeprazole magnesium) in the United States.

11. At all times relevant hereto Defendant AstraZeneca LP was engaged in the business of designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling, and/or selling Nexium products.

12. Upon information and belief, at all relevant times, Defendant AstraZeneca LP was present and doing business in the Plaintiff's state of residency.

13. At all relevant times, Defendant AstraZeneca, LP transacted, solicited, and conducted business in the Plaintiff's state of residency and derived substantial revenue from such business.

14. At all times relevant hereto, Defendant AstraZeneca LP expected or should have expected that its acts would have consequences within the United States of America, and the Plaintiff's state of residency in particular.

Pfizer, Inc.

15. Defendant Pfizer, Inc. is, and at all times relevant to this action was, a Delaware corporation with its corporate headquarters in New York, New York.

16. At all times relevant hereto, Defendant Pfizer was engaged in the business of _designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling, and/or selling Nexium products.

17. Upon information and belief, at all times relevant, Defendant Pfizer, Inc. was present and doing business in Plaintiff's state of residency.

18. At all times relevant, Defendant Pfizer, Inc. transacted, solicited, and conducted business in Plaintiff's state of residency and derived substantial revenue from such_business.

19. At all times relevant hereto, Defendant Pfizer, Inc. expected or should have expected that its acts would have consequences within the United States of America, and Plaintiff's state of residency in particular.

20. Defendant Pfizer, Inc. acquired global over-the-counter rights to Nexium products_from AstraZeneca in August 2012 and made Nexium 24HR available for purchase in the United States on or about May 27, 2014.

21. Defendant Pfizer, Inc. is also the holder of an approved NDA for Nexium 24HR Delayed-Released Tablets (20mg), with NDA #207920, approved on November 23, 2015.

22. Defendants AstraZeneca Pharmaceuticals LP, AstraZeneca LP, and Pfizer, Inc., shall herein be collectively referred to as "Defendants."

Summary of the Case

23. As a result of the defective nature of PPIs, persons who ingested this product, including Plaintiff, have suffered and may continue to suffer from kidney injuries including acute interstitial nephritis ("AIN"), acute kidney injuries ("AKI"), chronic kidney disease ("CKD") and renal failure, also known as end-stage renal disease ("ESRD").

24. Defendants concealed and continue to conceal their knowledge of PPIs' unreasonably dangerous risks from Plaintiff, her physicians, other consumers, and the medical community. Specifically, Defendants failed to adequately inform consumers and the prescribing medical community about the magnified risk of kidney injuries related to the use of PPIs.

25. As a result of Defendants' actions and inactions, Plaintiff was injured due to her ingestion of PPIs, which caused and will continue to cause Plaintiff's injuries and damages. Plaintiff accordingly seeks damages associated with these injuries.

Factual Allegations

26. In 2002, Plaintiff, Sherry Hinson, began ingesting Nexium to treat her Acid Reflux Disease and/ or gastroesophageal reflux disease (hereinafter "GERD").

27. Plaintiff, Sherry Hinson, ingested Nexium from approximately 2002-2010.

28. During the entire time Plaintiff, Sherry Hinson, ingested Nexium, Plaintiff read, understood, and followed the directions published by the Nexium manufacture regarding the use of the Nexium product. Plaintiff would not have used Nexium had she been properly apprised of the risks associated with the use of Nexium.

29. In April 2010 Plaintiff, Sherry Hinson, was rushed to Forsyth Medical Center with acute renal failure and creatinine levels of 4.7, four times higher than the normal range.

30. Plaintiff, Sherry Hinson, had an ultrasound guided biopsy of her kidney to investigate her acute renal failure.

31. The Forsyth Medical Center pathologist found that Plaintiff's biopsy revealed drug induced acute interstitial nephritis consistent with PPI use.

32. As a result of Plaintiff's drug induced acute interstitial nephritis, Plaintiff had to receive urgent steroid treatment to prevent the further deterioration of her kidney and/or dialysis treatment.

33. Plaintiff is currently diagnosed and is suffering from Stage III chronic disease.

PPIs and Kidney Disease

34. Over 60 million Americans experience heartburn, a major symptom of GERD, at least once a month and some studies have suggested more than 15 million Americans experience heartburn on a daily basis.

35. About 21 million Americans used one or more prescription PPIs in 2009 accounting for nearly 20% of the drugs' global sales and earning an estimated $11 billion annually.

36. Upon information and belief, from 2003 to the present, PPIs have been one of the top ten best-selling and most dispensed forms of prescription medication in the United States each year.

37. PPIs are one of the most commercially successful groups of medication in the United States. Upon information and belief, between the period of 2008 and 2013, prescription PPIs had a sale of over $50 billion with approximately 240 million units dispensed.

38. Defendants, directly or through their agents, apparent agents, servants, or employees designed, manufactured, marketed, advertised, distributed, promoted, and sold PPIs.

39. In October of 1992, three years after the FDA's initial PPI approval, researchers from the University of Arizona Health Sciences Center led by Stephen Ruffenach published the first article associating PPI usage with kidney injuries in *The American Journal of Medicine*, followed by years of reports from national adverse drug registries describing this association.

40. In 2006, researchers at the Yale School of Medicine conducted a case series published in the International Society of Nephrology's *Kidney International* finding that PPI use, by way of AIN, left most patients "with some level of chronic kidney disease."

41. On August 23, 2011, Public Citizen, a consumer advocacy group, filed a petition with the FDA to add black box warnings and other safety information concerning several risks associated with PPIs including AIN.

42. According to the petition, at the time of its filing there was "no detailed risk information on any PPI for this adverse effect."

43. On October 31, 2014, more than three years after Public Citizen's petition, the FDA responded by requiring consistent labeling regarding risk of AIN on all prescription PPIs.

44. The FDA noted "that the prescription PPI labeling should be consistent with regard to this risk" and that "there is reasonable evidence of a causal association."

45. In December of 2014, the labels of prescription PPIs were updated to read:

> *Acute interstitial nephritis has been observed in patients taking PPIs including [Brand]. Acute interstitial nephritis may occur at any point during PPI therapy and is generally attributed to an idiopathic hypersensitivity reaction. Discontinue [Brand] if acute interstitial nephritis develops.*

46. The FDA did **not** require the consistent labeling regarding risk of AIN on over-the-counter PPIs.

47. In January of 2016, a study published in the *Journal of the American Medical Association* found that PPI use was independently associated with a 20 – 50% higher risk of CKD.

48. In February of 2016, a study published in the *Journal of the American Society of Nephrology* found that "exposure to PPI is associated with increased risk of development of CKD, progression of kidney disease, and risk of ESRD."

49. To date, over-the-counter PPIs lack detailed risk information for AIN and other serious kidney injuries.

50. To date, prescription and over-the-counter PPIs lack detailed risk information for CKD.

51. Parietal cells in the stomach lining secrete gastric juices containing hydrochloric acid to catalyze the digestion of proteins.

52. Excess acid secretion results in the formation of most ulcers in the gastroesophageal system and symptoms of heartburn and acid reflux.

53. PPIs irreversibly block the acidic hydrogen/potassium ATPase enzyme system (H+/K+ ATPase) of the gastric parietal cells, thereby halting the production of most hydrochloric acid.

54. In spite of their commercial success and global popularity, up to 70% of PPIs may be used inappropriately for indications or durations that were never tested or approved.

55. As a result of the defective nature of PPIs, even if used as directed by a physician or healthcare professional, persons who ingested PPIs have been exposed to significant risks stemming from unindicated and/or long-term usage.

56. From these findings, PPIs and/or their metabolites – substances formed via metabolism – have been found to deposit within the spaces between the tubules of the kidney and act in such a way to mediate acute interstitial nephritis ("AIN"), a sudden kidney inflammation that can result in mild to severe problems.

57. PPI-induced AIN is difficult to diagnose with less than half of patients reporting a fever and, instead, most commonly complaining of non-specific symptoms such as fatigue, nausea, and weakness.

58. In April 2016, a study published in the Journal *of Nephrology* suggested that the development of and failure to treat AIN could lead to chronic kidney disease and end-stage renal disease, which requires dialysis or kidney transplant to manage.

59. CKD describes a slow and progressive decline in kidney function that may result in ESRD. As the kidneys lose their ability to function properly, wastes can build to high levels in the blood resulting in numerous, serious complications ranging from nerve damage and heart disease to kidney failure and death.

60. Prompt diagnosis and rapid withdrawal of the offending agent are key in order to preserve kidney function. While AIN can be treated completely, once it has progressed to CKD it is incurable and can only be managed, which, combined with the lack of numerous early-onset symptoms, highlights the need for screening of at-risk individuals.

61. Consumers, including the Plaintiff, who have used PPIs for the treatment of increased gastric acid have and had several alternative safer products available to treat the conditions and have not been adequately warned about the significant risks and lack of benefits associated with PPI therapy.

62. Defendants, through their affirmative misrepresentations and omissions, actively concealed from Plaintiff and her physicians the true and significant risks associated with PPI use.

63. Defendants concealed and continue to conceal their knowledge that PPIs can cause kidney injuries from Plaintiff, other consumers, and the medical community. Specifically, Defendants have failed to adequately inform consumers and the prescribing medical community against the serious risks associated with PPIs and have completely failed to warn against the risk of CKD and ESRD.

64. As a result of Defendants' actions and inactions, Plaintiff was injured due to her ingestion of PPIs, which caused and will continue to cause Plaintiff various injuries and damages. Plaintiff accordingly seeks damages associated with these injuries.

65. As a result of Defendants' actions, Plaintiff and her prescribing physicians were unaware, and could not have reasonably known or have learned through reasonable diligence, that Plaintiff had been exposed to the risks identified in this Complaint, and that those risks were the direct and proximate result of Defendants' acts, omissions, and misrepresentations.

66. As a direct result of ingesting PPIs, Plaintiff has been permanently and severely injured, having suffered serious consequences from PPI use. Plaintiff requires and will in the future require ongoing medical care and treatment.

67. Plaintiff, as a direct and proximate result of PPI use, suffered severe mental and physical pain and suffering and has and will sustain permanent injuries and emotional distress, along with economic loss due to medical expenses, and living related expenses due to her new lifestyle.

68. Plaintiff would not have used PPIs had Defendants properly disclosed the risks associated with long-term use.

First Cause of Action
As Against The Defendants

(Negligence)

69. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint with the same force and effect as if more fully set forth herein.

70. Defendants had a duty to Plaintiff to exercise reasonable care in the designing, researching, testing, manufacturing, marketing, supplying, promoting, packaging, sale and/or distribution of PPI's into the stream of commerce, including a duty to assure that PPI's would not cause users to suffer unreasonable, dangerous side effects such as kidney injuries.

71. Defendants failed to exercise ordinary care and/or were reckless in designing, researching, manufacturing, marketing, supplying, promoting, packaging, sale, testing, quality assurance, quality control, and/or distribution of PPIs into interstate commerce in that Defendants knew or should have known that using PPIs caused a risk of unreasonable, dangerous side effects, including kidney injuries.

72. Despite the fact that Defendants knew or should have known that PPIs was associated with and/or caused kidney injuries, Defendants continued to market, manufacture, distribute and/or sell PPIs to consumers, including the Plaintiff.

73. Defendants knew or should have known that consumers such as the Plaintiff would foreseeably suffer injury as a result of Defendants' failure to exercise ordinary care, as set forth above.

74. Defendants' negligence and/or recklessness were the proximate cause of Plaintiff's injuries, harm and economic loss which he suffered and/or will continue to suffer.

75. As a result Defendants' negligence and/or recklessness the Plaintiff was caused to suffer serious and dangerous side effects, as well as other severe and personal injuries which are permanent and lasting in nature, physical pain and mental anguish, including diminished enjoyment of life, a risk of future kidney injuries, reasonable fear of future kidney function decline, any and all life complications caused by Plaintiff's kidney injuries, as well as the need for lifelong medical treatment, monitoring and/or medications, and fear of developing any of the above.

76. As a result of the foregoing acts and omissions the Plaintiff requires and/or will require more health care and services and did incur medical, health, incidental and related expenses. Plaintiff is informed, believes, and further alleges that Plaintiff will in the future be required to obtain further medical and/or hospital care, attention, and services.

77. By reason of the foregoing, Plaintiffs demand judgment against each Defendant, individually, jointly and severally for compensatory damages in a sum in excess of $75,000 and punitive damages, together with interest, costs of suit, attorneys' fees and all such other and further relief as the Court deem proper.

Second Cause of Action
As Against The Defendants
(Strict Product Liability – Failure to Warn)

78. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint with the same force and effect as if more fully set forth herein.

79. Defendants researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, marketed, and/or introduced PPIs into the stream of commerce, and in the course of same, directly advertised or marketed PPIs to consumers or persons responsible for consumers, and therefore, had a duty to both the Plaintiff directly and Plaintiff's physician to warn of risks associated with the use of the Product.

80. Defendants had a duty to warn of adverse drug reactions, which they know or have reason to know can be caused by the use of PPIs and/or are associated with the use of PPIs.

81. The PPIs manufactured and/or supplied by the Defendants was defective due to inadequate post-marketing warnings and/or instructions because, after the Defendants knew or should have known of the risks of kidney injuries from PPI use, they failed to provide adequate warnings to consumers of the product, including Plaintiff, and continued to aggressively promote PPIs.

82. Due to the inadequate warning regarding kidney injuries, PPIs were in a defective condition and unreasonably dangerous at the time that it left the control of the Defendants.

83. Defendants' failure to adequately warn Plaintiff and Plaintiff's prescribing physicians of a bladder cancer risk prevented Plaintiff's prescribing physicians and Plaintiff from correctly and fully evaluating the risks and benefits of PPIs.

84. Had Plaintiff been adequately warned of the potential life-threatening side effects of the Defendants' PPI, Plaintiff would not have purchased or taken the PPI and could have chosen to request other treatments or prescription medications.

85. Upon information and belief, had Plaintiff's prescribing physicians been adequately warned of the potential life-threatening side effects of the Defendants' PPI, Plaintiff's prescribing physicians would have discussed the risks of kidney injuries and PPIs with the Plaintiff and/or would not have prescribed it.

86. As a foreseeable and proximate result of the aforementioned wrongful acts and omissions of Defendants, Plaintiff was caused to suffer from the aforementioned injuries and damages.

87. By reason of the foregoing, Plaintiff demands judgment against each Defendant, individually, jointly and severally for compensatory damages in a sum in excess of $75,000 and punitive damages, together with interest, costs of suit, attorneys' fees and all such other and further relief as the Court deem proper.

Third Cause of Action
As Against The Defendants
(Strict Product Liability – Defective Design)

88. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint with the same force and effect as if more fully set forth herein.

89. PPIs were expected to, and did, reach the intended consumers, handlers, and persons coming into contact with the product without substantial change in the condition in which it was produced, manufactured, sold, distributed, labeled, and marketed by Defendants.

90. At all times relevant, PPIs were manufactured, designed, and labeled in an unsafe, defective, and inherently dangerous condition, which was dangerous for use by the public, and, in particular, by Plaintiff.

91. PPIs as researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, and marketed by Defendants was defective in design and formulation in that when it left the hands of the manufacturers and/or suppliers the foreseeable risks exceeded the alleged benefits associated with the design and formulation of PPIs.

92. PPIs as researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, and marketed by Defendants was defective in design and formulation, because when it left the hands of Defendants' manufacturers and suppliers it was unreasonably dangerous and was also more dangerous than the ordinary consumer would expect.

93. At all times herein mentioned, the PPIs were in a defective condition and was unsafe, and Defendants knew and had reason to know that the product was defective and inherently unsafe, especially when PPIs were used in a form and manner instructed and provided by Defendants.

94. Defendants had a duty to create a product that was not unreasonably dangerous for its normal, common, intended use.

95. At the time of Plaintiff's use of PPIs, it was being used for its intended purpose, and in a manner that it was normally intended.

96. Defendants researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold and marketed a defective product that caused an unreasonable risk to the health of consumers, and to Plaintiff in particular, and Defendants are therefore strictly liable for the injuries and damages sustained by Plaintiff.

97. At the time Defendants' product left their control, there was a practical, technically feasible, and safer alternative design that would have prevented the harm without substantially impairing the reasonably anticipated or intended function of their product. This was demonstrated by the existence of other PPI's which had a more established safety profile and a considerably lower risk profile.

98. Plaintiff could not, by the reasonable exercise of care, have discovered PPIs defects and perceived its danger.

99. The defects in Defendants' product were substantial and contributing factors in causing Plaintiff's injuries.

100. As a foreseeable, direct, and proximate result of the aforementioned wrongful acts and omissions of Defendants, Plaintiff was caused to suffer from the aforementioned injuries and damages.

101. Due to the unreasonably dangerous condition of PPIs, Defendants are strictly liable to Plaintiff.

102. By reason of the foregoing, Plaintiff demands judgment against each Defendant, individually, jointly and severally for compensatory damages in a sum in excess of $75,000 and punitive damages, together with interest, costs of suit, attorneys' fees and all such other and further relief as the Court deem proper.

Fourth Cause of Action
As Against The Defendants
(Breach of Express Warranty)

103. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint with the same force and effect as if more fully set forth herein.

104. Defendants expressly warranted that PPIs were safe for its intended use and as otherwise described in this complaint. PPIs did not conform to these express representations, including, but not limited to, the representation that it was safe and the representation that it did not have high and/or unacceptable levels of side effects like kidney injuries.

105. The express warranties represented by the Defendants were a part of the basis for Plaintiff's use of PPIs and Plaintiff relied on these warranties in deciding to use PPIs.

106. At the time of the making of the express warranties, the Defendants had knowledge of the purpose for which the PPIs was to be used, and warranted same to be in all respects safe, effective and proper for such purpose.

107. PPIs do not conform to these express representations because PPIs are not safe or effective and may produce serious side effects, including kidney injuries, degrading Plaintiff's health.

108. As a result of the foregoing breach of express warranty the Plaintiff was caused to suffer Chronic Interstitial Nephritis leading to End Stage Kidney Disease, as well as other severe and personal injuries which are permanent and lasting in nature, physical pain and mental anguish, including diminished enjoyment of life, a risk of future kidney injuries, reasonable fear of future kidney function decline, any and all life complications caused by Plaintiff's kidney injuries, as well as the need for lifelong dialysis treatment, monitoring and/or medications, and fear of developing any of the above and other named health consequences and sequela.

109. By reason of the foregoing, Plaintiff has been severely and permanently injured, and will require more constant and continuous medical monitoring and treatment than prior to her use of Defendants' PPI drugs.

110. As a result of the foregoing acts and omissions the Plaintiff requires and/or will require more health care and services and did incur medical, health, incidental and related expenses. Plaintiff is informed and believes and further alleges that Plaintiff will in the future be required to obtain further medical and/or hospital care, attention, and services.

111. By reason of the foregoing, Plaintiff demands judgment against each Defendant, individually, jointly and severally for compensatory damages in a sum in excess of $75,000 and punitive damages, together with interest, costs of suit, attorneys' fees and all such other and further relief as the Court deem proper.

Fifth Cause of Action
As Against the Defendants
(Breach of Implied Warranty for a Particular Purpose)

112. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint with the same force and effect as if more fully set forth herein.

113. At all times herein mentioned, the Defendants manufactured, compounded, portrayed, distributed, recommended, merchandized, advertised, promoted and sold PPIs.

114. The Defendants impliedly represented and warranted to the users of PPIs that PPIs were safe and fit for the particular purpose for which said product was to be used.

115. These representations and warranties aforementioned were false, misleading, and inaccurate in that PPIs were unsafe, and degraded Plaintiff's health.

116. Plaintiff relied on the implied warranty of fitness for a particular use and purpose.

117. Plaintiff reasonably relied upon the skill and judgment of Defendants as to whether PPIs were safe and fit for its intended use.

118. PPIs were injected into the stream of commerce by the Defendants in a defective, unsafe, and inherently dangerous condition and the products and materials were expected to and did reach users, handlers, and persons coming into contact with said products without substantial change in the condition in which they were sold.

119. Defendants breached the aforesaid implied warranty, as their drug PPIs (Prilosec OTC and Nexium 24HR) were not fit for its intended purposes and uses.

120. As a result of the foregoing breach of warranty, the Plaintiff was caused to suffer serious and dangerous side effects, as well as other severe and personal injuries which are permanent and lasting in nature, physical pain and mental anguish, including diminished enjoyment of life, a risk of future kidney injuries, reasonable fear of future kidney function decline, any and all life complications caused by Plaintiff's kidney injuries, as well as the need for lifelong medical treatment, monitoring and/or medications, and fear of developing any of the above and other named health consequences

121. As a result of the foregoing acts and omissions the Plaintiff requires and/or will require more health care and services and did incur medical, health, incidental and related expenses. Plaintiff is informed and believes and further alleges that Plaintiff will in the future be required to obtain further medical and/or hospital care, attention, and services.

122. By reason of the foregoing, Plaintiff demands judgment against each Defendant, individually, jointly and severally for compensatory damages in a sum in excess of $75,000 and punitive damages, together with interest, costs of suit, attorneys' fees and all such other and further relief as the Court deem proper.

Sixth Cause of Action

As Against the Defendants
(Breach of Implied Warranty Of Merchantability)

123. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint with the same force and effect as if more fully set forth herein.

124. Defendants manufactured, compounded, portrayed, distributed, recommended, merchandized, advertised, promoted and sold PPIs.

125. Defendants marketed, sold and distributed PPIs and knew and promoted the use for which PPIs were being used by Plaintiff and impliedly warranted to Plaintiff that PPIs were of merchantable quality and fit for the ordinary purpose for which it was intended.

126. These representations and warranties aforementioned were false, misleading, and inaccurate in that PPIs were unsafe, and degraded Plaintiff's health.

127. Plaintiff reasonably relied on the skill, expertise and judgment of the Defendants and its representations as to the fact that PPIs were of merchantable quality.

128. The PPIs manufactured and supplied by the Defendants was not of merchantable quality, as warranted by the Defendants in that the drug had dangerous and life threatening side effects and was thus not fit for the ordinary purpose for which it was intended.

129. As a direct and proximate result of the foregoing, Plaintiff was caused bodily injury, pain and suffering and economic loss.

130. As a result of the foregoing acts and omissions, the Plaintiff was caused to suffer serious and dangerous side effects, as well as other severe and personal injuries which are permanent and lasting in nature, physical pain and mental anguish, including diminished enjoyment of life, a risk of future kidney injuries, reasonable fear of future kidney function decline, any and all life complications caused by Plaintiff's kidney injuries, as well as the need for lifelong medical treatment, monitoring and/or medications, and fear of developing any of the above and other named health consequences.

131. As a result of the foregoing acts and omissions the Plaintiff requires and/or will require more health care and services and did incur medical, health, incidental and related expenses. Plaintiff is

informed and believes and further alleges that Plaintiff will in the future be required to obtain further medical and/or hospital care, attention, and services.

132. By reason of the foregoing, Plaintiff demands judgment against each Defendant, individually, jointly and severally for compensatory damages in a sum in excess of $75,000 and punitive damages, together with interest, costs of suit, attorneys' fees and all such other and further relief as the Court deem proper.

133. By reason of the foregoing, Plaintiff is entitled to compensatory and punitive damages in a sum that exceeds the jurisdictional limits of all lower courts that might otherwise have jurisdiction.

Prayer for Relief

WHEREFORE, Plaintiff demands judgment against the Defendants on each of the above-referenced claims and Causes of Action and as follows:

1. Awarding compensatory damages to Plaintiff for past and future damages, including but not limited to pain and suffering for severe and permanent personal injuries sustained by the Plaintiff, health care costs, medical monitoring, together with interest and costs as provided by law;

2. Punitive and/or exemplary damages for the wanton, willful, fraudulent, reckless acts of the Defendants who demonstrated a complete disregard and reckless indifference for the safety and welfare of the general public and to the Plaintiff in an amount sufficient to punish Defendants and deter future similar conduct;

3. Awarding Plaintiff's attorney's fees;

4. Awarding Plaintiff the costs of these proceedings; and

5. Such other and further relief as this Court deems just and proper.

Demand for Jury Trial

Plaintiff, Sherry Hinson, hereby demands trial by jury as to all issues and claims so triable.

Date: December 30, 2016

Respectfully Submitted,

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